

**Daniel A. Frishberg's Supplemental Statement to the Hearing on
9/1/2022 About the Exemption to the Automatic Stay Motion**

Your Honor, I am submitting a supplementary statement in support of my statement earlier in court that I should have never been a part of the bankruptcy proceedings to begin with. The facts, which support this conclusion, are as follows:

On July 5th 2022, which was before the bankruptcy, I instructed Celsius in writing to close my account with them effective immediately, as is allowed in the Terms of Service section 19 subsection B¹. Celsius refused to do so which breached our contract and voided any rights they had to hold onto my assets. Between Celsius closing withdrawals on June 12th and declaring bankruptcy on July 13th, they were still bound by the terms of our contract and had no bankruptcy protection. If Celsius had only followed its contractual obligations, as required by law, I would have had my assets already, and not have been forced to be a part of these bankruptcy proceedings. That is why I respectfully request that Your Honor set things right.

Celsius's and the UCC's lawyers insist that I am seeking preferential treatment, but this is not the case. There are not thousands of people like me, because Celsius did not breach 1000's of contracts, they only breached mine to the best of my knowledge. Therefore, I am not asking for preferential treatment, I am simply asking that the court acknowledge that Celsius' failed to adhere to our contract by not following my instructions in a timely manner, which would allow me to sue them in state court.

Celsius effectively did whatever they wanted during the period between June 12th and July 13th, breaching the terms of our contract, which put me in this situation. Allowing them to do this sets a dangerous precedent that companies are allowed to break contracts, then claim retroactive bankruptcy protections and keep the ill gotten gains from their breach of contract. For this reason, I respectfully request that you allow me to exit the bankruptcy proceedings because I don't belong in them.

Exhibit A:

B. Your Right to Close Your Celsius Account

If you want to terminate your Celsius Account with Celsius, you may do so by notifying Celsius at support@celsius.network. Once your Celsius Account is closed, you agree:

¹ See Exhibit A.

(a) to continue to be bound by these Terms, as required by Section 35 below (Survival)
(b) to immediately stop using the Services, (c) that we reserve the right (but have no obligation) to delete all of your information and Celsius Account data stored on our servers, and (d) that we shall not be liable to you or any third party for termination of access to the Services or for deletion of your information or Celsius Account data. You acknowledge that any legal obligations you may have under any other agreement with Celsius or its Affiliates (including any Loan Agreement or agreement governing lending or investing in Celsius or its Affiliates) will not be affected in any way by the termination of these Terms and any such other agreement between you and Celsius will continue to be in effect in accordance with its terms.